

Illinois Central Gulf Railroad

an IC Industries company

135 East Eleventh Place/Chicago Illinois 60605/Telephone 312 922 4811

ROBERT R. FOWLER
Attorney

5820-D
RECORDATION NO. _____ Filed & Recorded

JAN 15 1973 - 11 10 PM

INTERSTATE COMMERCE COMMISSION

10.00
November 1, 1972

Hon. Robert L. Oswald
Secretary
Interstate Commerce Commission
Washington, D. C. 20423

Dear Mr. Oswald:

This is to inform the Commission that in connection with the Equipment Trust Agreement, dated as of September 1, 1970, among Morgan Guaranty Trust Company of New York (as Trustee), C.I.T. Corporation and Illinois Central Railroad Company (presently Illinois Central Gulf Railroad Company), the following is a statement of new numbers to be substituted on equipment filed and recorded with the Interstate Commerce Commission under Recordation No. 5820.

<u>Description</u>	<u>Old No.</u>	<u>New No.</u>
70-ton 60' Box Cars, cushion underframe	610011	660011
	610012	660012
	610013	660013
	610014	660014
	610015	660015
	610016	660016
	610017	660017
	610018	660018
	610019	660019
	610020	660020
	610021	660021
	610022	660022
	610023	660023
	610024	660024
	610025	660025

RECEIVED
JAN 15 1 06 PM '73
I.C.C.
FEE OPERATION PT.

COMMISSION
SERVICES
STATION

Hon. Robert L. Oswald --#2

Also attached is a check in the amount of \$10, covering
filing fees.

Yours very truly,

A handwritten signature in cursive script, appearing to read "Robert L. Oswald", with a long horizontal flourish extending to the right.

Att.

INSTRUMENT OF APPOINTMENT OF,
ACCEPTANCE OF APPOINTMENT BY, AND
ASSIGNMENT TO, SUCCESSOR TRUSTEE
AND
STATEMENT OF NEW IDENTIFYING NUMBERS
OF RAILROAD EQUIPMENT

THIS INSTRUMENT, dated as of August 31, 1984 among Morgan Guaranty Trust Company of New York, a corporation duly organized and existing under the laws of the State of New York, as Trustee ("Morgan"), Illinois Central Gulf Railroad Company, a corporation duly organized and existing under the laws of the State of Delaware (the "Railroad") and Manufacturers Hanover Trust Company, a corporation duly organized and validly existing under the laws of the State of New York, as successor trustee ("Manufacturers Hanover").

WHEREAS, the Railroad and Morgan have entered into the Equipment Trust Agreement listed on Schedule A attached hereto (such Equipment Trust Agreement as heretofore supplemented or amended is hereinafter referred to as the "Equipment Trust Agreement") pursuant to the terms of which certain leased railroad equipment is held by the Trustee in trust for the benefit of the holders of the Trust Certificates (as defined in the Equipment Trust Agreement); and

WHEREAS, Morgan has continued to act and is

currently acting as Trustee under the Equipment Trust Agreement; and

WHEREAS, pursuant to the Equipment Trust Agreement Morgan may notify the Railroad in writing of its desire to divest itself of the Trust Equipment (as defined in the Equipment Trust Agreement) and terminate its duties and obligations and rights under the Equipment Trust Agreement and under the Trust Certificates issued pursuant thereto; and

WHEREAS, Morgan has so notified the Railroad (a copy of such notice being attached hereto as Exhibit A) and, pursuant to the Equipment Trust Agreement, the Railroad thereafter has the right to designate in writing to Morgan a bank or trust company, doing business in the Borough of Manhattan, City and State of New York, and having a capital and surplus aggregating at least \$100,000,000, as successor trustee to which may be assigned the entire right, title and interest of Morgan in the Trust Equipment and in which may be vested the rights, powers, duties and obligations of Morgan under the Equipment Trust Agreement and under the Trust Certificates, such successor trustee to serve subject to the right of the holders of the majority in principal amount of the then outstanding Trust Certificates to appoint any successor trustee within one year from the date of Morgan's notice to the Railroad referred to hereinabove; and

WHEREAS, Manufacturers Hanover is a bank and trust

company doing business in the Borough of Manhattan, City and State of New York, and having a capital and surplus aggregating at least \$100,000,000; and

WHEREAS, pursuant to the Equipment Trust Agreement the Railroad has designated in writing to Morgan that Manufacturers Hanover, as successor trustee, is to be assigned all right, title and interest of the Trustee and vested with such rights, powers, duties and obligations of Morgan (a copy of such designation being attached hereto as Exhibit B); and

WHEREAS, the Equipment Trust Agreement was filed with the Interstate Commerce Commission pursuant to Section 11303 of the Interstate Commerce Act (successor to Section 20c of such Act) and assigned the recordation number set forth on Schedule A; and

WHEREAS, the Railroad is in the process of renumbering much of its rolling stock and certain of the units of Trust Equipment subject to the Equipment Trust Agreement are being so renumbered, as shown on Schedule B attached hereto; and

WHEREAS, the parties hereto desire to execute this Instrument and to file the same pursuant to Section 11303 of the Interstate Commerce Act to evidence for the public

record the appointment of Manufacturers Hanover as successor trustee under the Equipment Trust Agreement and the change in identification numbers of certain units of Trust Equipment;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

1. The Railroad hereby appoints Manufacturers Hanover Trust Company, a corporation organized and existing under the laws of the State of New York and having its corporate trust department at 600 Fifth Avenue, New York, New York 10020, as successor trustee under the Equipment Trust Agreement and the Trust Certificates.

2. Effective at the close of business on August 31, 1984, Manufacturers Hanover hereby accepts all the estates, properties, rights, powers, trusts, duties and obligations of Morgan, Manufacturers Hanover's predecessor in trust under the Equipment Trust Agreement, upon the terms and conditions set forth herein and therein.

3. Manufacturers Hanover, pursuant to the provisions of the Equipment Trust Agreement, hereby requests that Morgan by these presents transfer and convey to Manufacturers Hanover, as successor trustee, all the right, title and interest in and to the Trust Equipment and to any cash, securities or other property held by Morgan under the Equipment Trust Agreement and all the rights, powers, trusts, duties and obligations of Morgan under the Equipment

Trust Agreement, and hereby requests that the Railroad by these presents join in such transfer and conveyance.

4. Pursuant to the request of Manufacturers Hanover, Morgan hereby grants, gives, bargains, sells, aliens, remises, releases, conveys, confirms, assigns, transfers, delivers and sets over to Manufacturers Hanover, as such successor trustee, all the right, title and interest of Morgan in and to the estate created by the Equipment Trust Agreement (including, without limitation, any money, securities, and Trust Equipment) and all rights, powers, trusts, duties and obligations under the Equipment Trust Agreement and the Trust Certificates and does hereby pay over, assign, transfer and deliver to Manufacturers Hanover, as successor trustee, any money, securities or other property which Morgan, as predecessor Trustee, holds pursuant to the terms of the Equipment Trust Agreement.

The above-mentioned Trust Equipment is granted, given, bargained, sold, alienated, remised, released, conveyed, confirmed, assigned, transferred, delivered and set over by Morgan in the respective condition "as is" of each unit of such Trust Equipment, without any representation or warranty whatsoever, with respect to the Trust Equipment, express, implied or statutory, in law or in equity, by Morgan including, without limitation, any representation or warranty as to the existence, value,

quality, condition, merchantability, obsolescence, fitness, suitability for use or working order of any of such Trust Equipment being transferred hereby and, with respect to the Trust Equipment, without recourse against Morgan in any event, in any contingency or for any cause, except that Morgan warrants that it has conveyed the title it possesses in the Trust Equipment free of liens or defects of title resulting from action taken or omitted to be taken by Morgan other than in connection with the transactions contemplated by the Equipment Trust Agreement; and such Trust Equipment is accepted by Manufacturers Hanover, as successor trustee, subject to all the foregoing conditions set forth in this paragraph.

5. Upon the transfer and delivery of all moneys, any securities and Trust Equipment held by Morgan and the execution by Morgan of such instruments of transfer as may be reasonably requested by Manufacturers Hanover, and upon acceptance by Manufacturers Hanover of the assignment and of the trust, Morgan shall be relieved and discharged of all the title, rights, powers, duties and obligations of the trust thereunder and under the Trust Certificates, and the same shall become vested in Manufacturers Hanover, and every provision thereof applicable to Morgan shall apply to Manufacturers Hanover with like effect as if Manufacturers Hanover had been originally named therein in the place and

stead of Morgan; provided, however, that any rights of Morgan to compensation, expenses and disbursements for the period during which it serves as Trustee shall not be terminated by the execution and delivery of this instrument.

6. Notwithstanding any of the above, the appointment of Manufacturers Hanover as successor trustee is subject to the right of the holders of the majority in principal amount of the then outstanding Trust Certificates under the Equipment Trust Agreement by an instrument in writing to appoint any successor trustee, if such appointment is made within one year from the date of the giving of notice by Morgan to the Railroad of its intention to resign as Trustee.

7. Manufacturers Hanover shall not be held responsible in any way to the holders of the Trust Certificates or to any other person by reason of any act or omission of Morgan, as Trustee.

8. The Railroad, for the purpose of more fully and certainly vesting in and confirming to Manufacturers Hanover, as successor trustee, such title and such estates, properties, rights, powers, trusts, duties and obligations, at the request of Manufacturers Hanover, joins in the execution hereof.

9. The Railroad represents and warrants that:

(a) it is validly organized and existing;

(b) upon due execution and issuance thereof by Morgan, the Certificates were validly and lawfully issued;

(c) it has performed or fulfilled each covenant, agreement and condition on its part to be performed or fulfilled under the Equipment Trust Agreement;

(d) it has no knowledge of the existence of any default, or event of default, or any event which upon notice or passage of time or both would become a default or an event of default, under the Equipment Trust Agreement; and

(e) it will continue to perform the obligations undertaken by it under the Equipment Trust Agreement and its guaranty endorsed on each Trust Certificate.

10. Morgan represents and warrants to Manufacturers Hanover that

(a) it has made, or promptly will make, available to Manufacturers Hanover originals of all documents relating to the trust created by the Equipment Trust Agreement and all information in the possession of its Corporate Trust Department relating to the administration and status thereof and will furnish to Manufacturers

Hanover any of such documents or information
Manufacturers Hanover may request; and

(b) based on information known to the
officers in the Corporate Trust Department of
Morgan, as Trustee, no default or event of
default or event which upon notice or lapse of
time or both would become a default or an event
of default under the Equipment Trust Agreement
exists.

11. Manufacturers Hanover represents and warrants
that it is eligible and qualified to serve as successor
trustee under the provisions of the Equipment Trust
Agreement.

12. The Railroad hereby covenants to do and
perform any other act, and to execute, acknowledge, deliver,
file, register and record this Instrument of Appointment of,
Acceptance of Appointment by, and Assignment to, Successor
Trustee and Statement of New Identifying Numbers of Railroad
Equipment, or such other instruments as may be appropriate,
to be filed and recorded pursuant to Section 11303 of the
Interstate Commerce Act and otherwise as may be required by
law for the full protection of the title of the successor
trustee and of the rights of the holders of Trust
Certificates so that this Instrument, the Equipment Trust
Agreement and all said other instruments, shall at all times
be duly filed and recorded.

The Railroad will promptly furnish to the successor trustee certificates or other evidences of such filing and recording and an Opinion or Opinions of Counsel (as defined in the Equipment Trust Agreement) with respect thereto.

13. The Railroad covenants and agrees to execute all writings recognizing the transfer of title as hereinabove set forth and all instruments of further assurance or otherwise as reasonably may be requested by the successor trustee in the premises, and will do and perform any and all acts necessary to establish and maintain the title and rights of the successor trustee in and to the Trust Equipment.

14. Notwithstanding anything to the contrary in the Equipment Trust Agreement and the Trust Certificates, any Trust Certificate issued by Manufacturers Hanover as successor trustee under the Equipment Trust Agreement shall be signed by the facsimile signature of one of its Assistant Vice Presidents and its corporate seal in facsimile shall be imprinted thereon and attested by the manual signature of one of its Trust Officers and thereupon such Trust Certificate shall have the same effect as if it had been signed prior to the entry into force of this Instrument by the facsimile signature of a Vice President of Morgan and Morgans's corporate seal or a facsimile thereof had been affixed thereto and attested by one of the Assistant Trust

Officers of Morgan.


Similarly, any dividend warrants attached to the Trust Certificates shall bear the facsimile signature of one of Manufacturers Hanover's Assistant Vice Presidents in place of the facsimile signature of one of Morgan's Vice Presidents or its Treasurer.

15. This Instrument is being executed in several counterparts each of which when so executed shall be deemed to be an original, but such counterparts shall together constitute but one and the same instrument.

16. All notices, demands and other communications under the Equipment Trust Agreement shall be given to Manufacturers Hanover, as successor trustee, at 600 Fifth Avenue, New York, New York 10020, Attention: Corporate Trust Department, or at such other address as may hereafter be furnished to the Railroad in writing by Manufacturers Hanover.

17. A complete listing of the Trust Equipment subject to the Equipment Trust Agreement showing the type and current identification number of each unit thereof is attached hereto as Schedule B. This listing replaces and supersedes all previous listings of Trust Equipment in the Equipment Trust Agreement or any amendment or supplement thereto.

ILLINOIS CENTRAL GULF RAILROAD
COMPANY

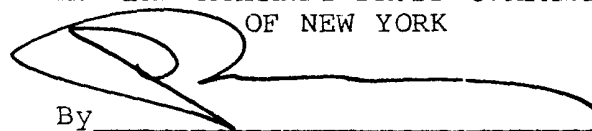
By 
Treasurer

(SEAL)

Attest:

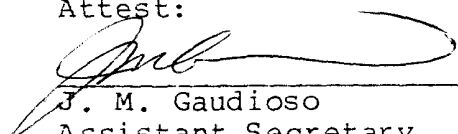

Assistant Secretary

MORGAN GUARANTY TRUST COMPANY
OF NEW YORK

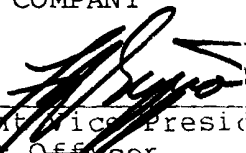
By 
P. J. Crooks
Vice President

(SEAL)

Attest:

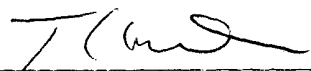

J. M. Gaudioso
Assistant Secretary

MANUFACTURERS HANOVER TRUST
COMPANY

By 
Assistant Vice President and
Trust Officer


(SEAL)

Attest:


Assistant Secretary

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 20th day of August, 1984 before me personally appeared Sandor A. Loevy to me personally known, who being by me duly sworn, says that he is the Treasurer of ILLINOIS CENTRAL GULF RAILROAD COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Notary Public

My Commission Expires Jan. 27, 1986

(SEAL)

My Commission Expires:

STATE OF NEW YORK)
) SS
COUNTY OF NEW YORK)

On this 28th day of August, 1984 before me personally appeared R. L. Crooks to me personally known, who, being by me duly sworn, says that he is a Vice President of MORGAN GUARANTY TRUST COMPANY OF NEW YORK, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Notary Public

(SEAL)

My Commission Expires:

WILLIAM P. MIFSUD, JR.
Notary Public, State of New York
No. 4783483
Qualified in Kings County
Commission Expires Mar. 30, 1985

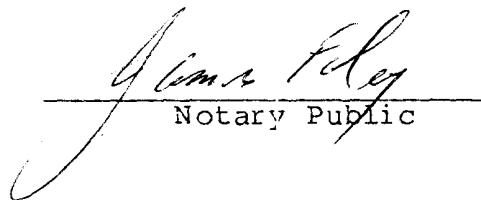
STATE OF NEW YORK)
) SS
COUNTY OF NEW YORK)

On this 29th day of August, 1984 before me personally appeared E. J. Grippo to me personally known, who, being by me duly sworn, says that he is a ASSISTANT VICE PRESIDENT of MANUFACTURERS HANOVER TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(SEAL)

My Commission Expires:

Notary Public
Qualified in New York County
Commission Expires March 30, 1986


Notary Public

June 27, 1984

Illinois Central Gulf Railroad Company
233 North Michigan Avenue
Chicago, Illinois 60601

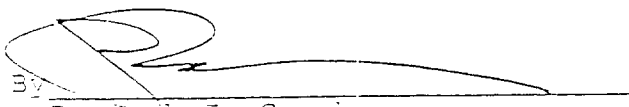
Attention: Treasurer

Dear Sirs:

Pursuant to Section 7.10 of each of the equipment trust agreements listed on Schedule A attached hereto, to which you and Morgan Guaranty Trust Company of New York, Trustee (the "Trustee"), are parties, this is to notify you that with respect to each such equipment trust agreement the Trustee desires to divest itself of title to the Trust Equipment (as defined therein) and to terminate its duties and obligations and rights as Trustee thereunder and under the Trust Certificates issued pursuant thereto, in each case effective August 31, 1984. Please notify the Trustee within two weeks of your designation of a successor trustee to which may be assigned the entire right, title and interest of the Trustee in such Trust Equipment and in which may be vested the rights, powers, duties and obligations of the Trustee under each such equipment trust agreement and under the Trust Certificates issued pursuant thereto.

Very truly yours,

MORGAN GUARANTY TRUST COMPANY
OF NEW YORK

By 
Patrick J. Crooks
Vice President

Schedule A
(to Exhibit A)

1. Equipment Trust Agreement Series 60 dated as of August 1, 1969.
2. Equipment Trust Agreement Series 63 dated as of November 1, 1971.
3. Equipment Trust Agreement Series 64 dated as of April 15, 1972.
4. Equipment Trust Agreement Series 65 dated as of June 15, 1972.
5. Equipment Trust Agreement Series 1 dated as of September 15, 1972.
6. Equipment Trust Agreement Series 2 dated as of December 15, 1972.
7. Equipment Trust Agreement Series 3 dated as of February 15, 1973.
8. Equipment Trust Agreement Series 5 dated as of May 1, 1973.
9. Equipment Trust Agreement Series 6 dated as of August 1, 1973.
10. Equipment Trust Agreement Series 7 dated as of November 15, 1973.
11. Equipment Trust Agreement Series 8 dated as of April 15, 1974.
12. Equipment Trust Agreement Series 9 dated as of June 15, 1974.
13. Equipment Trust Agreement Series 10 dated as of July 15, 1974.
14. Equipment Trust Agreement Series 11 dated as of June 1, 1976.
15. Equipment Trust Agreement Series 12 dated as of October 15, 1976.
16. Equipment Trust Agreement Series 13 dated as of February 1, 1977.
17. Equipment Trust Agreement Series 14 dated as of May 1, 1977.
18. Equipment Trust Agreement Series 15 dated as of October 15, 1977.
19. Equipment Trust Agreement Series 16 dated as of January 15, 1978.
20. Equipment Trust Agreement Series 17 dated as of March 15, 1978.

June 28, 1984

Morgan Guaranty Trust Company
of New York, as Trustee
30 West Broadway
New York, New York 10015

Attention: Patrick J. Crooks
Vice President

Dear Sirs:

Pursuant to Section 7.10 of each of the equipment trust agreements listed on Schedule A attached hereto to which you and Illinois Central Gulf Railroad Company (the "Railroad") are parties, and in response to your letter to the Railroad dated June 27, 1984 notifying of your desire to divest title to the Trust Equipment (as defined in such equipment trust agreements) and to terminate your duties and obligations and rights under such equipment trust agreements and the Trust Certificates issued pursuant thereto, in each case effective August 31, 1984, this is to notify you that the Railroad designates Manufacturers Hanover Trust Company, trustee (a corporation doing business in the Borough of Manhattan, City and State of New York having a capital and surplus aggregating at least \$100,000,000) as successor trustee, effective August 31, 1984, to which is to be assigned the entire right, title and interest of you as Trustee in the Trust Equipment and in which are to be vested the rights, powers, duties and obligations of the Trustee under each such equipment trust agreement and under the Trust Certificates.

Very truly yours,

ILLINOIS CENTRAL GULF RAILROAD COMPANY

By B E K...

Schedule A
(to Exhibit B)

1. Equipment Trust Agreement Series 60 dated as of August 1, 1969.
2. Equipment Trust Agreement Series 63 dated as of November 1, 1971.
3. Equipment Trust Agreement Series 64 dated as of April 15, 1972.
4. Equipment Trust Agreement Series 65 dated as of June 15, 1972.
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18. Equipment Trust Agreement Series 15 dated as of October 15, 1977.
19. Equipment Trust Agreement Series 16 dated as of January 15, 1978.
20. Equipment Trust Agreement Series 17 dated as of March 15, 1978.

SCHEDULE A

Equipment Trust Agreement
Designation

Date of
Agreement

ICC Recordation
Number

ICRR, Series 63

November 1, 1971

6397

ILLINOIS CENTRAL RR CO. TRUST, SERIES 63
DATED AS OF NOVEMBER 1, 1971 #219

SCHEDULE B

ROAD I-D	FROM CAR #	THRU CAR #	OLD NUMBER	# OF CARS	DESCRIPTION
IC	13	13		1	SM-1R LOCOMOTIVE
IC	236	236		1	SUB-TOTAL
IC	7904	7904		1	SM-9R LOCOMOTIVE
IC	7955	7955		1	SUB-TOTAL
IC	8003	8003		1	GP-10 LOCOMOTIVE
IC	8012	8012		1	GP-10 LOCOMOTIVE
IC	8015	8015		1	GP-10 LOCOMOTIVE
IC	8023	8023		1	GP-10 LOCOMOTIVE
IC	8032	8032		1	GP-10 LOCOMOTIVE
IC	8033	8033		1	GP-10 LOCOMOTIVE
IC	8039	8039		1	GP-10 LOCOMOTIVE
IC	8040	8040		1	GP-10 LOCOMOTIVE
IC	8041	8041		1	GP-10 LOCOMOTIVE
IC	8044	8044		1	GP-10 LOCOMOTIVE
IC	8045	8045		1	GP-10 LOCOMOTIVE
IC	8047	8047		1	GP-10 LOCOMOTIVE
IC	8055	8055		1	GP-10 LOCOMOTIVE
IC	8056	8056		1	GP-10 LOCOMOTIVE
IC	8058	8058		1	GP-10 LOCOMOTIVE
IC	8059	8059		1	GP-10 LOCOMOTIVE
IC	8063	8063		1	GP-10 LOCOMOTIVE
IC	8065	8065		1	GP-10 LOCOMOTIVE
IC	8066	8066		1	GP-10 LOCOMOTIVE
IC	8071	8071		1	GP-10 LOCOMOTIVE
IC	8075	8075		1	GP-10 LOCOMOTIVE
IC	8078	8078		1	GP-10 LOCOMOTIVE
IC	8079	8079		1	GP-10 LOCOMOTIVE
IC	8081	8081		1	GP-10 LOCOMOTIVE
IC	8093	8093		1	GP-10 LOCOMOTIVE
IC	8101	8101		1	GP-10 LOCOMOTIVE
IC	8102	8102		1	GP-10 LOCOMOTIVE
IC	8107	8107		1	GP-10 LOCOMOTIVE
IC	8112	8112		1	GP-10 LOCOMOTIVE
IC	8121	8121		1	GP-10 LOCOMOTIVE
IC	8134	8134		1	GP-10 LOCOMOTIVE
IC	8139	8139		1	GP-10 LOCOMOTIVE
IC	8140	8140		1	GP-10 LOCOMOTIVE
IC	8142	8142		1	GP-10 LOCOMOTIVE
IC	8143	8143		1	GP-10 LOCOMOTIVE
IC	8144	8144		1	GP-10 LOCOMOTIVE
IC	8145	8145		1	GP-10 LOCOMOTIVE
IC	8150	8150		1	GP-10 LOCOMOTIVE
IC	8155	8155		1	GP-10 LOCOMOTIVE
IC	8163	8163		1	GP-10 LOCOMOTIVE
IC	8165	8165		1	GP-10 LOCOMOTIVE
IC	8169	8169		1	GP-10 LOCOMOTIVE
IC	8170	8170		1	GP-10 LOCOMOTIVE
IC	8175	8175		1	GP-10 LOCOMOTIVE
IC	8177	8177		1	GP-10 LOCOMOTIVE
IC	8179	8179		1	GP-10 LOCOMOTIVE
IC	8184	8184		1	GP-10 LOCOMOTIVE
IC	8258	8258		1	GP-10 LOCOMOTIVE

ILL. CENTRAL RR CO. TRUST, SERIES 63
DATED AS OF NOVEMBER 1, 1971 T#219

SCHEDULE B

ROAD I-D	FROM CAR #	THRU CAR #	OLD NUMBER	# OF CARS	DESCRIPTION
IC	8259	8259		1	GP-10 LOC OMOTIVE
IC	8260	8260		1	GP-10 LOC OMOTIVE
IC	8269	8269		1	GP-10 LOC OMOTIVE
IC	9354	9354		49	SUB-TOTAL
IC	9355	9360		1	50-TON-CA BOOSE
IC	9364	9364		1	50-TON-CA BOOSE
IC	9366	9366		1	50-TON-CA BOOSE
IC	9371	9371		1	50-TON-CA BOOSE
IC	9385	9385		1	50-TON-CA BOOSE
IC	9391	9391		1	50-TON-CA BOOSE
IC	9394	9394		1	50-TON-CA BOOSE
IC	9398	9398		1	50-TON-CA BOOSE
IC	9406	9406		1	50-TON-CA BOOSE
IC	9417	9417		1	50-TON-CA BOOSE
IC	9423	9423		1	50-TON-CA BOOSE
IC	9430	9430		1	50-TON-CA BOOSE
IC	9437	9437		1	50-TON-CA BOOSE
IC	9441	9441		1	50-TON-CA BOOSE
IC	9445	9445		1	50-TON-CA BOOSE
IC	44288	44288		1	SUB-TOTAL
IC	56310	56310		1	100-TOTAL HI-CUBE BOX
IC	56800	56800		1	100-TON C HOPPER
IC	8087	8087		1	GP-10 LOC OMOTIVE
IC	8192	8192		1	GP-10 LOC OMOTIVE
IC	99350	99350		1	SUB-TOTAL
IC	99351	99351		1	50-TON-CA BOOSE
IC	99352	99352		1	50-TON-CA BOOSE
IC	99353	99353		1	50-TON-CA BOOSE
IC	99354	99354		1	50-TON-CA BOOSE
IC	99355	99355		1	50-TON-CA BOOSE
IC	99356	99356		1	50-TON-CA BOOSE
IC	99357	99357		1	50-TON-CA BOOSE
IC	99358	99358		1	50-TON-CA BOOSE
IC	99359	99359		1	50-TON-CA BOOSE
IC	99360	99360		1	50-TON-CA BOOSE
IC	99361	99361		1	50-TON-CA BOOSE
IC	99362	99362		1	50-TON-CA BOOSE
IC	99363	99363		1	50-TON-CA BOOSE
IC	99364	99364		1	50-TON-CA BOOSE
IC	99365	99365		1	50-TON-CA BOOSE
IC	99366	99366		1	50-TON-CA BOOSE
IC	99367	99367		1	50-TON-CA BOOSE
IC	99368	99368		1	50-TON-CA BOOSE
IC	99369	99369		1	50-TON-CA BOOSE
IC	99370	99370		1	50-TON-CA BOOSE
IC	99371	99371		1	50-TON-CA BOOSE
IC	99372	99372		1	50-TON-CA BOOSE
IC	99373	99373		1	50-TON-CA BOOSE
IC	99374	99374		1	50-TON-CA BOOSE
IC	99375	99375		1	50-TON-CA BOOSE
IC	99376	99376		1	50-TON-CA BOOSE
IC	99377	99377		1	50-TON-CA BOOSE

14th CENTRAL RR. CO. TRUST SERIES 63
DATED AS OF NOVEMBER 1, 1971 T#219

SCHEDULE B

ROAD I-D	FROM CAR #	THRU CAR #	OLD NUMBER	# OF CARS	DESCRIPTION
ICG	199378	199378	9378	1	50-TON-CA B00S
ICG	199379	199379	9379	1	50-TON-CA B00S
ICG	199380	199380	9380	1	50-TON-CA B00S
ICG	199381	199381	9381	1	50-TON-CA B00S
ICG	199382	199382	9382	1	50-TON-CA B00S
ICG	199383	199383	9383	1	50-TON-CA B00S
ICG	199384	199384	9384	1	50-TON-CA B00S
ICG	199385	199385	9385	1	50-TON-CA B00S
ICG	199386	199386	9386	1	50-TON-CA B00S
ICG	199387	199387	9387	1	50-TON-CA B00S
ICG	199388	199388	9388	1	50-TON-CA B00S
ICG	199389	199389	9389	1	50-TON-CA B00S
ICG	199390	199390	9390	1	50-TON-CA B00S
ICG	199391	199391	9391	1	50-TON-CA B00S
ICG	199392	199392	9392	1	50-TON-CA B00S
ICG	199393	199393	9393	1	50-TON-CA B00S
ICG	199394	199394	9394	1	50-TON-CA B00S
ICG	199395	199395	9395	1	50-TON-CA B00S
ICG	199396	199396	9396	1	50-TON-CA B00S
ICG	199397	199397	9397	1	50-TON-CA B00S
ICG	199398	199398	9398	1	50-TON-CA B00S
ICG	199399	199399	9399	1	50-TON-CA B00S
ICG	199400	199400	9400	1	50-TON-CA B00S
ICG	199401	199401	9401	1	50-TON-CA B00S
ICG	199402	199402	9402	1	50-TON-CA B00S
ICG	199403	199403	9403	1	50-TON-CA B00S
ICG	199404	199404	9404	1	50-TON-CA B00S
ICG	199405	199405	9405	1	50-TON-CA B00S
ICG	199406	199406	9406	1	50-TON-CA B00S
ICG	199407	199407	9407	1	50-TON-CA B00S
ICG	199408	199408	9408	1	50-TON-CA B00S
ICG	199409	199409	9409	1	50-TON-CA B00S
ICG	199410	199410	9410	1	50-TON-CA B00S
ICG	199411	199411	9411	1	50-TON-CA B00S
ICG	199412	199412	9412	1	50-TON-CA B00S
ICG	199413	199413	9413	1	50-TON-CA B00S
ICG	199414	199414	9414	1	50-TON-CA B00S
ICG	199415	199415	9415	1	50-TON-CA B00S
ICG	199416	199416	9416	1	50-TON-CA B00S
ICG	199417	199417	9417	1	50-TON-CA B00S
ICG	199418	199418	9418	1	50-TON-CA B00S
ICG	199419	199419	9419	1	50-TON-CA B00S
ICG	199420	199420	9420	1	50-TON-CA B00S
ICG	199421	199421	9421	1	50-TON-CA B00S
ICG	199422	199422	9422	1	50-TON-CA B00S
ICG	199423	199423	9423	1	50-TON-CA B00S
ICG	199424	199424	9424	1	50-TON-CA B00S
ICG	199425	199425	9425	1	50-TON-CA B00S
ICG	199426	199426	9426	1	50-TON-CA B00S
ICG	199427	199427	9427	1	50-TON-CA B00S
ICG	199428	199428	9428	1	50-TON-CA B00S
ICG	199429	199429	9429	1	50-TON-CA B00S
ICG	199430	199430	9430	1	50-TON-CA B00S
ICG	199431	199431	9431	1	50-TON-CA B00S
ICG	199432	199432	9432	1	50-TON-CA B00S
ICG	199433	199433	9433	1	50-TON-CA B00S
ICG	199434	199434	9434	1	50-TON-CA B00S
ICG	199435	199435	9435	1	50-TON-CA B00S
ICG	199436	199436	9436	1	50-TON-CA B00S
ICG	199437	199437	9437	1	50-TON-CA B00S
ICG	199438	199438	9438	1	50-TON-CA B00S
ICG	199439	199439	9439	1	50-TON-CA B00S
ICG	199440	199440	9440	1	50-TON-CA B00S
ICG	199441	199441	9441	1	50-TON-CA B00S
ICG	199442	199442	9442	1	50-TON-CA B00S
ICG	199443	199443	9443	1	50-TON-CA B00S
ICG	199444	199444	9444	1	50-TON-CA B00S

ILLINOIS CENTRAL RR CO. TRUST, SERIES 63
DATED AS OF NOVEMBER 1, 1971 T#219

SCHEDULE B

ROAD I-D	FROM CAR #	THRU CAR #	OLD NUMBER	# OF CARS	DESCRIPTION
ICG	199446	199446	9446	1	50-TON-CA BOOSE
ICG	199447	199447	9447	1	50-TON-CA BOOSE
ICG	199448	199448	9448	1	50-TON-CA BOOSE
ICG	199449	199449	9449	1	50-TON-CA BOOSE
ICG	199500	199500		79	SUB-TOTAL
ICG	199502	199503		1	50-T CABDOOSE
ICG				2	50-T CABDOOSE
ICG	340577	340595		19	SUB-TOTAL
ICG	670299	670299		1	83-T OPEN HOPPER
ICG				1	SUB-TOTAL
ICG	680034	680034	44287	1	100-TON BOXCAR
ICG				1	SUB-TOTAL
ICG	962490	962490	934000	1	100-T HI-CUBE BOX
ICG	962491	962491	934001	1	SUB-TOTAL
ICG	962492	962492	934002	1	70-T VERT-A-PAC
ICG	962493	962493	934003	1	70-T VERT-A-PAC
ICG	962494	962494	934004	1	70-T VERT-A-PAC
ICG	962495	962495	934005	1	70-T VERT-A-PAC
ICG	962496	962496	934006	1	70-T VERT-A-PAC
ICG				7	SUB-TOTAL
				187	